

# CHINA

# MAIL.

Established February, 1843.

With which is incorporated The "Hongkong Evening Mail and Shipping List." Published every Evening.

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HONGKONG, WEDNESDAY, MAY 14, 1879.

己卯年三月廿四日

PRICE, \$24 PER ANNUM.

## AGENTS FOR THE CHINA MAIL.

LONDON.—E. ALGER, 8, Clement's Lane, Lombard Street, George Street & Co., 30, Cornhill, Gordon & Gotch, Ludgate Circus, E. C. BATES, HENRY & CO., 4, Old Jewry, E. C. SAMUEL, DEACON & CO., 150 & 154, Leadenhall Street.

PARIS AND EUROPE.—LEON DE ROSY, 12, Rue Monsieur, Paris.

NEW YORK.—ANDREW WIND, 133, Nassau Street.

AUSTRALIA, TASMANIA, AND NEW ZEALAND.—Gordon & Gootch, Melbourne and Sydney.

SAN FRANCISCO and American Ports generally.—BROWN & BLACK, San Francisco.

SINGAPORE AND STRAITS.—SAYLE & CO., Square, Singapore. C. HINZEN & CO., Manila.

CHINA.—Macao, MESSRS A. A. DE MELLO & CO., Swatow, CAMPBELL & CO., Amoy, WILSON, NICHOLS & CO., Foochow, HABER & CO., Shanghai, LANE, CHAWROO & CO., and KELLY & WALSH, Yokohama, LANE, CHAWROO & CO.,

## BANKS.

HONGKONG & SHANGHAI BANKING CORPORATION.

PAID-UP CAPITAL, 5,000,000 Dollars. RESERVE FUND, 1,300,000 Dollars.

COURT OF DIRECTORS.  
Chairman—W. H. FORBES, Esq.  
Deputy Chairman—Hon. W. KESWICK.  
E. R. BELMONT, Esq. WILHELM REINER,  
H. L. DALMYPLE, Esq. F. D. SASSOON, Esq.  
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CHIEF MANAGER.  
Hongkong, THOMAS JACKSON, Esq.  
MANAGER.  
Shanghai, EWEN CAMPBELL, Esq.  
LONDON BANKERS.—London and County Bank.

HONGKONG.  
INTEREST ALLOWED.

ON Current Deposit Account at the rate of 2 per cent. per annum on the daily balance.

For Fixed Deposits.—  
For 3 months, 3 per cent. per annum.  
" 6 " 4 per cent. "  
" 12 " 5 per cent. "

LOCAL BILLS DISCOUNTED.  
Credits granted on approved Securities, and every description of Banking and Exchange business transacted.

Drafts, granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

T. JACKSON,  
Chief Manager.

Offices of the Corporation,  
No. 1, Queen's Road East,  
Hongkong, February 15, 1879.

ORIENTAL BANK CORPORATION.  
(Incorporated by Royal Charter.)

RATES OF INTEREST ALLOWED ON FIXED DEPOSITS.  
At 3 months' notice 3 per cent. per annum.  
" 6 " 4 per cent. "  
" 12 " 5 per cent. "

On Current Accounts at Rates which can be ascertained at their Office.

D. A. J. CROMBIE,  
Acting Manager.  
Oriental Bank Corporation,  
Hongkong, November 23, 1878.

CHARTERED BANK OF INDIA, AUSTRALIA, AND CHINA.

CAPITAL, 2,600,000.  
RESERVE FUND, 2,150,000.  
Bankers.

THE BANK OF ENGLAND.  
THE CITY BANK.  
THE NATIONAL BANK OF SCOTLAND.

THE BANK'S BRANCH in Hongkong grants Drafts on London and the chief Commercial places in Europe and the East; buys and receives for collection Bills of Exchange, and conducts all kinds of Banking and Exchange Business.

RATES OF INTEREST ALLOWED ON DEPOSITS.  
On CURRENT ACCOUNTS, 2 per cent. per annum on the daily balance.

For FIXED DEPOSITS.  
For 3 months, 3 per cent. per annum.  
" 6 " 4 per cent. "  
" 12 " 5 per cent. "

## For Sale.

### FOR SALE.

EUGENE RIMMEL'S TROPICAL FLOWER WATER.

### TRADE MARK.

SUPERIOR TO ALL SIMILAR PREPARATIONS.

### VOGEL & CO.

### Sole Agents for China.

Hongkong, February 19, 1879. my19

## FOR SALE.

THE British Iron Barque "BEN CLUTHA," 397 Tons Register, as she now lies at anchor in Chefoo Harbour.

For Particulars, &c., apply to  
MESSRS H. SIETAS & CO., Chefoo.

Hongkong, April 28, 1879. my28

## Auctions.

### PUBLIC AUCTION.

TO BE SOLD by PUBLIC AUCTION, shortly, on a day to be hereafter named, unless previously disposed of by private contract,—

THE HONGKONG DISTILLERY,

Situate at East Point, Hongkong, now in Complete Working Order, and Capable of Distilling upwards of 2,000 Gallons daily. The Property is of a most valuable nature, comprising THREE PIECES of GROUND close to the water, viz.—Inland Lots Nos. 749, 781 and 782, with the Substantially Built DWELLING HOUSE and BUSINESS PREMISES, erected specially for the purpose only a few years since, together with the MACHINERY, ENGINES, STILLS, VATS, STOCK, and TRADE FURNITURE and FITTINGS.

Dated the 6th day of May, 1879.

JARDINE, MATHESON & CO.,

my20 General Managers.

For further Particulars, apply to

MESSRS SHARP, TOLLER, and JOHNSON,  
Solicitors, Supreme Court House,

Hongkong.

Hongkong, March 5, 1879.

## Notices of Firms.

### NOTICE.

THE Business of the Undersigned will in future be conducted under the Firm of SHARP and DANBY.

SHARP & CO.,  
Estate Agents and Valuators.

WILLIAM DANBY, C. E.,  
Architect and Surveyor.

No. 6, QUEEN'S ROAD CENTRAL,  
lately occupied by

MESSRS E. D. SASSOON & CO.

Hongkong, April 17, 1879. my17

### NOTICE.

M. R. THOMAS WILLIAM WRIGHT is authorized to SIGN our Firm per Procuration from this Date.

SAYLE & CO.,

Hongkong, May 6, 1879. my6

### NOTICE.

THE INTEREST and RESPONSIBILITY of Mr. WALTER SCOTT FITZ, in our Firm in Hongkong and China, ceased on the 31st December last.

Mr. CHARLES VINCENT SMITH is admitted a Partner from this Date.

RUSSELL & CO.,

Hongkong, January 1, 1879. my1

### NOTICE.

FROM the 1ST OF OCTOBER,

DE EASTLAKE will receive his PATIENTS at his new DENTAL ROOMS, No. 50, QUEEN'S ROAD CENTRAL, over the MEDICAL HALL.

Hongkong, September 28, 1878.

### HONGKONG WHARF & GODOWNS STORAGE.

GOODS RECEIVED on STORAGE at

Moderate Rates, in FIRST-CLASS

GODOWNS, under European supervision;

and VESSELS Discharged alongside the

WHARF, on favorable Terms, with quick

despatch.

MEYER & CO.,

Proprietors.

Hongkong, November 25, 1878. my28

### YANGTSE INSURANCE ASSOCIATION.

### NOTICE.

In accordance with the Articles of Agree-

ment, the Directors have declared a

DIVIDEND to POLICYHOLDERS for

the Fifteen Months ending 31st Decem-

ber, 1878, of THIRTY-THREE PER CENT.

on the NET PREMIA CONTRIBUTED,

payable at our OFFICE on and after the

15th Instant.

POLICYHOLDERS are requested to send in

particulars of their Contributions.

By Order of the Directors,

RUSSELL & CO.,

Agents.

Hongkong, 9 de Mayo 1879.

### Y. MENCARINI.

## Intimations.

### NOTICE.

### HONGKONG ARTILLERY VOLUNTEERS.

### NOTICE.

### NOTICE.

### HONGKONG ARTILLERY VOLUNTEERS.

### NOTICE.

## &lt;h

## To-day's Advertisements.

FOR SWATOW AND SHANGHAI.

The Steamship  
"NINGPO."

Mr. R. Cans, Master, will be despatched for the above Port TOMORROW, the 15th Inst., at 10 a.m.

For Freight or Passage, apply to

SIEMSEN &amp; Co.

Hongkong, May 14, 1879. my15

## NOTICE.

HONGKONG COMMERCIAL EX-  
CHANGE.THE EXCHANGE ROOMS in MARINE  
House, Queen's Road Central, will be Open and Ready for the use of MEM-  
BERS, on MONDAY, the 2nd June next.Applications for admission as Members  
to be addressed to

E. GEORGE,

Secretary.

Hongkong, May 14, 1879.

## NOTICE.

CANTON INSURANCE OFFICE.

ADJUSTMENT OF BONUS FOR THE YEAR  
1878.SHAREHOLDERS in the above Office  
are Requested to furnish the Under-  
signed with a LIST of THEIR CONTRIBU-  
TIONS for the Year ending 31st December,  
1878, in order that the DISTRIBUTION of the  
PROFITS Reserved for CONTRIBUTORS  
may be arranged. Returns not rendered  
prior to the 30th JUNE Next will be Ad-  
justed by the OFFICE, and no CLAIMS or  
ALTERATIONS will be subsequently admitted.

JARDINE, MATHESON &amp; Co.,

General Agents.

Hongkong, 14th May, 1879. my30

## NOTICE.

COMPAGNIE DES MESSAGERIES  
MARITIMES.

PAQUEBOTS POSTE, FRANCAIS.

STEAM FOR  
SAIGON, SINGAPORE, BATAVIA,  
POINT DE GALLE,ADEN, SURZ, ISMAILIA, PORT  
SAID, NAPLES, AND

MARSEILLE;

Also,

PONDICHERRY, MADRAS, CALCUTTA  
AND ALL INDIAN PORTS.ON TUESDAY, the 27th of May, 1879,  
at —, the Company's S. S.  
IRAOUDDY, Commandant GAUVAIN,  
with MAILED, PASSENGERS, SPECIE,  
and CARGO, will leave this Port for the  
above places.Cargo and Specie, will be registered for  
London as well as for Marseilles, and ac-  
cepted in transit through Marseilles for  
the principal places of Europe.

Shipping Orders will be granted until

Noon.

Cargo will be received on board until  
4 p.m., Specie and Parcels until 3 p.m.,  
on the 25th of May, 1879. (Parcels are not  
to be sent on board; they must be left  
at the principal places of Europe.)Contents and value of Packages are re-  
quired.For further particulars, apply at the  
Company's Office.

G. DE CHAMPEAUX,

Agent.

Hongkong, May 14, 1879. my27

## Not Responsible for Debts.

Neither the Captain, the Agents, nor  
Owners will be Responsible for any  
Debt contracted by the Officers or Crew  
of the following Vessels, during their stay  
in Hongkong Harbour:GOLDEN FLEECE, British barque, Capt.  
James Wilshire.—Gilmour & Co.ONEIDA, British ship, Captain S. Olym-  
Gibb, Livingston & Co.ALEXA, British barque, Captain George  
Robb.—Jardine, Matheson & Co.ANNIE W. WINTON, American barque,  
Captain H. O. Winsor.—Order.VESTUVIUS, American barque, Captain F.  
W. Call.—Order.JOHN R. STANHOPE, American barque,  
Capt. H. G. Pillsbury.—Arnold, Karberg  
& Co.FEARS CASTLE, British steamer, Capt.  
Kidder.—Adamson, Bell & Co.ARGYL, British steamer, Captain D.  
Sooth.—Jardine, Matheson & Co.BENTHOVEN, German barque, Captain  
Haje.—Melschers & Co.

## SHIPPING.

## ARRIVALS.

May 18, 7.30 p.m., Patroclus, British  
steamer, 1680, M. R. White, Liverpool  
March 23, via ports of call, and Singapore  
May 7, 8 a.m., General.—BUTTERFIELD &  
SWINE.May 14, Ottawa, German steamer, 936,  
H. Hansen, Saigon May 9 Rice.—EDWARD  
BENNETT & Co.May 14, Ningpo, British steamer, from  
Canton.May 14, Chin-tung, Chinese steamer, from  
Canton.May 14, Bosphorus, German barque, 340,  
R. Haje, Bangkok April 12, Rice.—  
MELCHERS & Co.May 14, Conquest, British steamer, 317,  
F. Alphick, Haiphong May 10, and Hoi-  
kow 18, General.—E. SHAW Hong.

## DEPARTURES.

May 14, Bua Pan, for Bangkok.

14, Maharat, for Saigon.

14, Alatana, for Holow, etc.

14, Glenfallach, for Foochow.

14, Nisshin, Japanese man-of-war, for  
Macao.

14, Diamonds, for Amoy.

14, F. J. Smith, for Saigon.

CLEARED.

Patroclus, for Shanghai via Amoy.

Ningpo, for Shanghai via Swatow,

Chin-tung, for Shanghai.

Anna Bertha, for Whampoa.

## PASSENGERS.

## ARRIVED.

Per Patroclus, from Singapore, &amp;c., 3

Europeans, and 530 Chinese.

Per Ottawa, from Saigon, 62 Chinese.

Per Conquest, from Haiphong, &amp;c., 80

Chinese.

## DEPARTED.

Per Atalanta, for Holow, &amp;c., Mr. Paul

Rose and servant, Rev. T. Sola, Rev. A.

Foranda, one French Missionary, Mr. A.

R. Marti and servant, Mr. Morandini and

servant, and 60 Chinese.

Per Bua Pan, for Bangkok, 2 Chinese.

Per Maharajah, for Bangkok, 20 Chinese.

## SHIPPING REPORTS.

The British steamer Patroclus reports:

Light S.E. and variable winds and fine

clear weather throughout.

The British steamer Conquest reports:

Left Haiphong May 10th, and had strong

Southerly winds to port. In port: S. S.

Washi, and barque Louisa. Left Holow

on the 13th May, and had N.E. winds to

port. May 11th, spoke S. S. Meli off

Hainan Head to Haiphong.

## POST OFFICE NOTICES.

## MAILS will close:

FOR SWATOW &amp; SHANGHAI.—

Per Ningpo, at 9.30 a.m. To-morrow, the

16th Inst.

FOR SWATOW, AMOY, &amp; FOOCHOW.—

Per Kwangtung, at 11.30 a.m., on Thurs-

day, the 16th Inst.

FOR HANKOW.—

Per Fleurs Castle, at 5 p.m., on Thurs-

day, the 15th Inst.

FOR AMOY AND SHANGHAI.—

Per Patroclus, at 9.30 a.m., on Friday,

the 16th Inst.

FOR SAIGON.—

Per Penedo, at 11.30 a.m., on Friday,

the 16th Inst.

FOR SAIGON.—

Per Scotland, at 3.30 p.m., on Friday,

the 16th Inst., instead of as previous-

ly notified.

FOR STRAITS SETTLEMENTS, AND

CALCUTTA.—

Per Venice and Japan, at 2.30 p.m., on

Saturday, the 17th Inst.

FOR MANILA.—

Per Gravina, at 3.30 p.m., on Saturday,

the 17th Inst.

## MAILS BY THE TORRES STRAITS PACKET.—

The Australian Contract Packet Normanby,

will be despatched from Hongkong, on

THURSDAY, the 16th instant, with

Mails for Singapore, Thursday Island,

Cooktown, Cleveland Bay, Bowen,

Keppel Bay, Brisbane, Sydney, Tas-

mania, New Zealand, Fiji, and Mel-

bourne.

Correspondence can be Registered till 1.15

p.m.

The Mails will be closed at 1.30. Supple-

mentary mail on board with 18 cents

late fee till time of departure.

Correspondence for Southern and Western

Australia can be sent by this route if

desired, but as a general rule it is

better to send it via Galle.

Hongkong, May 1, 1879. my15

## Quotations.

HONGKONG, May 14, 1879.

OPIUM.—New Patna, cash... \$552

Old " cash... 32

New Benares, cash, 520

Old " cash, —

New Malwa, credit, 760

Allowance Taels, —

Old Malwa, credit, 760

Allowance Taels, —

## Exchange.

Bank Wire, ... 371

Demand, ... 372

30 days' sight, ... 372

6 months' sight, ... 384

Credits, ... 384

Documentary, 6 months' sight, 384

India, Wire, ... 223

Demand, ... 225

Shanghai, demand, ... 724

80 days' sight, ... 734

Gold Leaf, 89¢ fine ... 27.90

Sovereign, ... 5.42

## Shares.

Hongkong Bank, 50% prem.

Union Inv. Society of Canton, 31.40

China Traders' Inv. Co., \$1,800

China China Inv. Co., Tls. 1,250 ex div.

Chinese Insurance Co., \$280

H. K. Fire Inv. Co., \$750

China Fire Inv. Co., 7% prem.

H. K. C. &amp; W. Dock Co., 7% div.

H. K. C. &amp; M. S. Boat Co., 7% div.

Shanghai Steam Navigation, Tls. 13 ex div.

China Coast N. Inv. Co., Tls. 95, ex div.

Hongkong Gas Co., \$70

Hongkong Hotel Co., \$65

China Sugar Refining Co., \$157

Chinese Imperial Loan of 1874, \$113

Solicitor, prosecuted; Mr Ng Choy, instructed by Mr Stephens, of Messrs Stephens and Holmes, defended the prisoners.

The jurors were:—Messrs Albert Guitow, W. H. Forbes, D. Gillies, Fritz A. F. Grobien, W. Reiners, N. J. Ede and Robert Walker.

Omar, a teacher of the Malay languages, residing in Circular Road, interpreted the Malay into Siamese, and Li Hong Mi of the police court, interpreted the English into Malay.

On the Court resuming at 8.30, Mr Machado, of the Harbour Master's Office, proved the register of the ship.

Mr Gutierrez, clerk at the Mercantile Marine Office, produced a copy of the articles shewing the names of the crew of the *Kate Waters*.

“He had been a seaman on board the barque in question, was then called and in cross-examination said that it was in consequence of the blow that the boy received from Brahim that he jumped overboard. This was the only new point arising in his testimony. Generally, he corroborated the evidence of Peter and Brahim, whose statements we published yesterday in a condensed narrative form.

Sudeen, another seaman, a native of Java, who was on board the vessel at the time, related what occurred, and corroborated the evidence given by the other witnesses. He said he saw John strike the cook on the head with an axe, and he afterwards saw the dead body on the beach. John asked him to bury it, which he did. He further stated that he saw Brahim strike the boy on the head with an axe, which caused him to jump overboard.

His Lordship presumed the Attorney General did not intend to examine this witness at great length, but had merely called him so that the Counsel for the defence might cross-examine him. That was the usual course, once the facts had been proved.

The Attorney General said that was so.

Mr Ng Choy then proceeded to cross-examine, but neither elicited any new facts nor shook the general stability of the man's story.

The Attorney General asked that he might be allowed to amend the wording of the 6th, 6th and 7th counts, by adding the words “having been recently employed as seamen, to wit, within three months before the commission of the offence charged” and to substitute the words “whilst afloat on the high seas within the Jurisdiction of the Admiralty” for “on an uninhabited Island” &c. These technical amendments were allowed.

This was the case for the prosecution.

No witnesses were called for the defence. Mr Ng Choy asked leave to direct his Lordship's attention to the rule laid down in the books as to the unsafety of convicting for murder when no dead body was found.

His Honor said there was a rule so laid down by Hayles, and he could not say anything against that authority now, as he had only an hour or so quoted his opinion on another subject and praised his judicial wisdom. But was the learned Counsel aware that Russell on Crimes held quite differently. To take an instance, would the learned Counsel contend that if one man blew another up with gunpowder, blowing the body into fragments, that no charge would lie for murder because the dead body could not be found? He hoped not.

Mr Russell, to clear away the error the learned Counsel for the defence seemed to have fallen into, read Russell on Crimes on this subject. That eminent authority indeed, as a caution and not as a rule. He had proved in this case that the Captain and the officers were dead before they were thrown overboard. He had laid testimony before them as to the existence and disposition of the dead bodies. With regard to the Chinese boy, he did not claim that his death had been caused by any blow struck at him by either of the prisoners or by any one else. But it was proved that it was because of the threats of John that he jumped into the water and was drowned. He quoted a case in which Justice Heath, Gibbs and Bailey had held that where a woman, in bodily fear of violence from her husband, which she had reason to believe would cause her death, jumped from a window and killed herself, the husband was found guilty of murder. The Court ruled that if the death was partly due to his violence and partly due to her fall, he was equally liable for murder. Mr Russell was about to proceed, when—

His Honor said, the Court would have to adjourn; they could not finish to-night.

The Acting Attorney General said he understood the jurors desired to go on. (The jury concurred.) He would not take more than a quarter of an hour.

The Court consented to go on.

The Attorney General went over the different counts again, to impress them on the minds of the jury. With regard to the first count it had been plainly proved that the Captain was murdered; the question was—who did it? Were the prisoners jointly engaged in that murder?—did any one of them commit it? They had heard evidence of the conversation in the forecastle, the reference to iron bars being made ready; they had heard of the sudden rush on deck at night, the slamming of doors, the directions given by John and Hassan to call the crew up, of their going to the Captain's cabin, and of their announcing “It is finished,” “Suddah” when they came out. They had heard of the first and second prisoners coming out from the Chief mate's quarters, pursuing him after having beaten him in his bunk. When asked a short time afterwards “where in the chief mate's,” they gave the name answer “Suddah.” What construction was the jury to put upon all this? He contended that the conversation in the forecastle clearly enough proved that these men premeditated the murder of the Captain. Smoking their opium pipes there, they planned a conspiracy to murder him, and to seize the ship; the sudden rush on deck at night, the slamming of doors, the rush to the Captain's cabin, and the subsequent finding of the dead bodies proved all this. Then, calling the crew, they seemed to have gone in for a feast, a sort of carnival; they had aafe as the Captain used to have it in the saloon, they broke open and ransacked his drawers, &c.; they take possession of what property they chose, they armed themselves and dressed themselves in his clothes, broke open his cash-box and abstracted the dollars.

These three men, acting as the principal leaders in the treason, after the violent death of the captain, strengthened the presumption that they were the ringleaders in the crime which led to his death. They took command of the ship, directing her to be steered to Palawan. There was no question

whatever, he contended, that they took these men who were with them on shore on the uninhabited island for the purpose of murdering them; the talk about getting wood and water was a mere pretence. Telling them to put down their buckets and pick up wood, an opportunity was got of striking wood, on the back of the neck with an axe, and they were despatched.

The evidence against them for murdering the carpenter was not so perfectly clear and decided as he could have wished, but they had the confession of the men conveyed by their using the same word, “Suddah.” His Honor pointed out that they used the same word with regard to Peter, who was alive and well to-day.

Mr Russell:—Yes. But that was when they were coming away from this desert island and leaving him there. It was equivalent to “he is done for;” or “it's all over with him.” They had believed that, leaving him there, he was as good as dead. Fortunately for the ends of justice he was not left to perish on that island.

His Honor:—Have you considered whether it is worth while encumbering your case with the carpenter's death at all?

The Attorney General: I will not trouble the jury further with it. There is not that strength of evidence which there is on the other counts. Here he might call their attention to the fact that whatever allegations they had to make against the Captain for ill-treatment and cruelty while under the influence of drink, allegations which he impressed upon them did not in any way excuse or justify their conduct even if true, there was not the slightest suspicion of inhumanity against either the first or second mate; indeed one of them had taken the part of a man the Captain had beaten, and said he was sorry to see anything of the kind done. With regard to the Chinese murdered the crime was a most dastardly one. They were perfectly harmless men; even to the scuttling of the ship they had obeyed these men. But when the prisoners knew they were going to a country where there were no white men, and where they were likely to get into trouble if they took these Chinamen with them, they induced them to go on shore at this uninhabited island and despatched them. He directed their attention in this connection to the evidence of the witness Peter.

His Honor:—Yes, an accomplice.

Mr Ng Choy then read Taylor's well-known passage as to the evidence of an accomplice being received with caution by the jury, who were not to believe the same if uncorroborated by circumstantial or other evidence. He read a long passage as to the general question of the credence to be given to witnesses of this class, in which Taylor pointed out that the question of credence was of course one for the jury. The judge usually instructed the jury, that they were not to convict on the unsworn evidence of an accomplice. He submitted that they had no evidence here save that of accomplices. The first few witnesses were purely formal, of course, and had nothing to say about the charge. There was no doubt the Captain was killed. The question was, who committed the murder? What was the evidence against the prisoners?—absolutely nothing. Great weight had been laid on their use of the word “Suddah.” Now, that word simply meant, “have done,” or “have finished.” They did not say what they had done; the worst meaning attachable to it was not to be gratuitously tacked on by the jury to the condemnation of the prisoners at the bar. In the same way there was not a tittle of evidence as to who committed the murder of the officers. These three men seemed to have been pounced upon by chance, and charged. There was nothing more to connect them with the murders than any or all of those who were that day on board the *Kate Waters*. He was about to address himself to the alleged murder of the carpenter, when—

His Honor said that that would be unnecessary, the Attorney General having agreed to a verdict of not guilty on that count.

Mr Ng Choy said he was quite prepared to leave the charges in connection with the death of the cook and the Chinese boy to the jury, reminding them that every word they had heard from the witnesses was the evidence of accomplices. He again quoted from Russell on Crimes as to the caution to be observed in receiving the evidence of accomplices, and presumptive and circumstantial evidence, vol. iii. p. 312. He reminded them that by the law of England the prisoners' mouths were shut. Had that not been so, the jury might have heard a very different story to that that had been told them; and while he would not say that it was so, it might have been that his clients would have been in the witness-box to give a more correct and connected version of what occurred, and those who had given evidence against them to-day would have been in the dock charged with the crime now laid on the shoulders of his clients. In conclusion he remarked that he believed he had not been able to do his duty to his clients as he could have wished; but he had done all he could according to his poor ability and skill. He reminded them that the lives of the prisoners were now in their hands. They should be satisfied by clear legal evidence that they were guilty before they took the responsibility of convicting them. They should be satisfied with nothing short of the most connected, clear, legal proof that they were guilty. It was not sufficient that they should have no moral doubt as to the guilt of the prisoners; they were not here to-day to consider the question from that point of view. There might be, even a decided probability of these men being the murderers; but that was not sufficient, for a man was not to be found guilty and hanged on a mere suspicion. In a case of life and death the whole case had to be legally formally and completely made out before a conviction could be entered. It was not for him or them to prove their innocence, but for the prosecution to put their guilt beyond doubt. He left it for the jury to say whether this had been done; if not, if there was any doubt, the prisoners were entitled to the benefit of it.

The Chief Justice in summing up said the case had lost nothing, neither the prosecution nor the defence had been disadvantaged by the Court sitting until that late hour. He was afraid he would not be able himself, at that late hour, to do that justice to the case which he could have wished, but he would do his best, and the jury would have the advantage that they brought to the final consideration of the case to-night a complete and fresh recollection of the evidence, the arguments, and the points of the case, which they would probably not have carried off till to-morrow. He had been decided to adjourn late at night. The case was as fully before them as if they had stayed two or three ordinary days to

that could be used on behalf of these men whose lives were at stake being held back.

Mr Ng Choy thanked His Lordship and repeated his appeal upon the jury, at the risk of his frequent repetition of the caution becoming tiresome, that they were to utterly cast out from their minds any outside impressions with which they might have become imbued concerning this case. If this was necessary for a jury in an ordinary case how much more so was it when the lives of three men were at stake? They had, according to their oath, a true verdict to give according to the evidence. When the news reached this Colony about this unfortunate *Kate Waters* their natural accounts of the whole tragedy appeared in the local papers, containing of course all facts that could be brought to light with regard to it, from one source or another. Those who read these accounts could not help becoming imbued with certain notions and impressions of the unfortunate case. And therefore, what he particularly desired them to bear in mind to-day was that, in considering their verdict they were to give no weight to, they were to dismiss from their minds, they were to forget if they could anything and everything they had ever heard of the case, save and except the evidence laid before them here to-day. He asked them to consider the nature of the evidence, the character of the witnesses. Peter, Brahim, On and Sudeen were members of the crew of the *Kate Waters*. They were men who, whatever happened on board that ship, were there when it happened. They must, if they did not see with their own eyes the acts which led to the death of the officers and others, the sinking of the ship &c., have been cognizant of what took place there and then; therefore said he they were, to speak, a sort of accomplices. If they were not accomplices to the crimes alleged in the indictment, they came very near to it. And they were all in the same boat, to a very serious extent. They were apprehended together, and all except Peter had been charged at the Police Court with being participants in the felonies his clients were now called upon to answer. It would therefore not be out of place, if, with the consent of his Lordship, he read to them a short passage from Taylor on Evidence, as to the testimony of an accomplice.

His Lordship: Yes, an accomplice.

Mr Ng Choy then read Taylor's well-known passage as to the evidence of an accomplice being received with caution by the jury, who were not to believe the same if uncorroborated by circumstantial or other evidence. He read a long passage as to the general question of the credence to be given to witnesses of this class, in which Taylor pointed out that the question of credence was of course one for the jury. The judge usually instructed the jury, that they were not to convict on the unsworn evidence of an accomplice. He submitted that they had no evidence here save that of accomplices. The first few witnesses were purely formal, of course, and had nothing to say about the charge. There was no doubt the Captain was killed. The question was, who committed the murder? What was the evidence against the prisoners?—absolutely nothing. Great weight had been laid on their use of the word “Suddah.” Now, that word simply meant, “have done,” or “have finished.” They did not say what they had done; the worst meaning attachable to it was not to be gratuitously tacked on by the jury to the condemnation of the prisoners at the bar. In the same way there was not a tittle of evidence as to who committed the murder of the officers. These three men seemed to have been pounced upon by chance, and charged. There was nothing more to connect them with the murders than any or all of those who were that day on board the *Kate Waters*. He was about to address himself to the alleged murder of the carpenter, when—

His Honor said that that would be unnecessary, the Attorney General having agreed to a verdict of not guilty on that count.

Mr Ng Choy said he was quite prepared to leave the charges in connection with the death of the cook and the Chinese boy to the jury, reminding them that every word they had heard from the witnesses was the evidence of accomplices. He again quoted from Russell on Crimes as to the caution to be observed in receiving the evidence of accomplices, and presumptive and circumstantial evidence, vol. iii. p. 312. He reminded them that by the law of England the prisoners' mouths were shut. Had that not been so, the jury might have heard a very different story to that that had been told them; and while he would not say that it was so, it might have been that his clients would have been in the witness-box to give a more correct and connected version of what occurred, and those who had given evidence against them to-day would have been in the dock charged with the crime now laid on the shoulders of his clients. In conclusion he remarked that he believed he had not been able to do his duty to his clients as he could have wished; but he had done all he could according to his poor ability and skill. He reminded them that the lives of the prisoners were now in their hands. They should be satisfied by clear legal evidence that they were guilty before they took the responsibility of convicting them. They should be satisfied with nothing short of the most connected, clear, legal proof that they were guilty. It was not sufficient that they should have no moral doubt as to the guilt of the prisoners; they were not here to-day to consider the question from that point of view. There might be, even a decided probability of these men being the murderers; but that was not sufficient, for a man was not to be found guilty and hanged on a mere suspicion. In a case of life and death the whole case had to be legally formally and completely made out before a conviction could be entered. It was not for him or them to prove their innocence, but for the prosecution to put their guilt beyond doubt. He left it for the jury to say whether this had been done; if not, if there was any doubt, the prisoners were entitled to the benefit of it.

The Chief Justice in summing up said the case had lost nothing, neither the prosecution nor the defence had been disadvantaged by the Court sitting until that late hour. He was afraid he would not be able himself, at that late hour, to do that justice to the case which he could have wished, but he would do his best, and the jury would have the advantage that they brought to the final consideration of the case to-night a complete and fresh recollection of the evidence, the arguments, and the points of the case, which they would probably not have carried off till to-morrow. He had been decided to adjourn late at night. The case was as fully before them as if they had stayed two or three ordinary days to

the charge. True, his Lordship said in conclusion, the lives of these men were in the hands of the jury, but no jury would allow any consideration as to the consequences of the return of a verdict of guilty to enter in the smallest degree into his mind in deciding what verdict he would subscribe to. He looked to them as men of strong minds and common sense to give such a verdict as the evidence called for, and to consider the evidence only in coming to their decision. They were not to give one shade of a shade of a thought to what would be the consequence of their verdict.

They were to bury completely,

or place far away from their minds, any feelings or prejudices, or strong views they might have as to the wisdom or expediency of those consequences which follow a conviction for murder. If they were imbued,

with principles which were their legislators,

would lead them to demand a revision of

the law on this particular matter, they were

not to allow those principles to obscure

the impartial, clear, legal and logical view of

the evidence and the evidence only which it

was their duty to take. As long as the

law remained as it now stood so long was it

their duty to carry it out without the slightest

regard to their own individual particular

views as to whether there was call for

amendment in the same or not. They must

carry out the laws as they are to be found

in the statute-book, not as they personally

think the laws ought to be found there.

He himself had had time after time to carry

out laws which he would not allow to

remain a day on the statute-book had he

the power to erase them. But it was not

for judges or jurors to give their opinion as

to whether the particular laws were good or

bad; it was for them to administer them

as they found them; whatever their objection

to these laws, their duty was to give

effect to them as long as they remained

law. If they did not like them there were

legal and constitutional means in

every free country which allowed them to

take steps to have objectionable laws

amended. There were reasonable and

proper means of manifesting their disa-

pproval of existing laws, but assuredly

contravention of them or non-observance

of them, or allowing their dissatisfaction

with them to interfere with the proper dis-

charge of an important public duty, was not

one of them. They would not allow any

private feeling on a subject on which there

was no doubt great difference of opinion

on, to interfere with the proper discharge

of their duty as jurors; the world could

never go on if private freaks or

notions were to influence every man in

the discharge of his public duties as a

citizen. He trusted they would take a bold

Intimations.  
PHOTOGRAPHY.

C. POPPELBAUM begs to announce to the Community of Hongkong that he has taken over the BUSINESS of Mr. H. SCHUREN—well-known in Hongkong—and is prepared to take PHOTOGRAPHS daily from 8 a.m. till 1 p.m. Having previously been employed by Mr. SCHUREN, and had long experience in some of the most Celebrated Studios in Europe, he will take any Work in PHOTOGRAPHY, and is able to guarantee satisfaction to all who favour him with their Patronage. Photographs enlarged to life-size and finished, in Artistic Style. Any Pictures not meeting with the approval of Patrons will not be charged for.

PHOTOGRAPHIC STUDIO,  
Wyndham Street.  
Hongkong, April 21, 1879.

my21

## NEWS FOR HOME.

The Overland China Mail.  
(The oldest Overland Paper in China.)  
PUBLISHED AT THE "CHINA MAIL" OFFICE  
IN TIME FOR THE ENGLISH MAIL.

Containing from 72 to 84 columns of closely  
printed matter.

THIS Mail Summary is compiled from the Daily China Mail, is published twice a month on the morning of the English Mail's departure, and is a record of each fortnight's current history of events in China and Japan, contributed in original reports and collated from the journal published at the various ports in those Countries.

It contains Shipping news from Shanghai, Hongkong, Canton, &c., and a complete Commercial Summary.

Subscription, 50 cents per Copy (postage paid 55 cents), \$12 per annum (postage paid \$13.50).

Orders should be sent to GEO. MURRAY BARN, China Mail Office, 2, Wyndham Street, not later than the evening before the departure of the English Mail Steamer.

Terms of Advertising, same as in Daily China Mail.

## NOTICE.

THE Interest and Responsibility of the Undersigned in the *Chinese Mail*, 雷字 H 級 (Wah Tse Yat Po), CEASED from the 1st August, 1877.

CHUN AYIN.

Hongkong, April 6, 1879.

## NOTICE.

IN Reference to the above, the Undersigned has leased the *Chinese Mail* from the 1st August, 1877, and has engaged the services of Mr. LEONG YOOK CHUN, as Translator and General Manager of the newspaper, which under its new régime will be found to be, as hitherto, an excellent medium for advertising, especially as the Manager is able to devote his whole attention to the conduct of the Newspaper.

KONG OHIM,

Lessee of the *Hongkong Chinese Mail*,  
Hongkong, April 6, 1879.

my26

Volume Seventh of the  
"CHINA REVIEW."

## Now ready.

NO. 4.—VOL. VII.  
—OF THE  
CHINA REVIEW  
CONTAINS—

Notting from the Book of Rites.  
Brief Sketches from the Life of K'ung-ming.  
The Ballads of the Shih-king.  
Translations of Chinese School-books.  
The Critical Disquisitions of Wang Ch'ung.  
Alchemy in China.  
Appendix to Wyllie's "Coins of the Ta-ching Dynasty." "Hien Fung" Period.  
Short Notices of New Books and Literary Intelligences.

Notes and Queries.—

A Few Petty Additions to Dr Douglas' Dictionary.  
Trouts in China.  
Ancient Values.  
Inheritance.  
Greeting the Spring.  
Adoption.  
The Term K'ua.  
Mongol and Yuan-pao.  
Leasehold Usage.  
Chinese Coins.  
Coronation of the King of Loocoo.  
The Onqur Alphabet.

Books Wanted, Exchanges, &c.  
China Mail Office,  
Hongkong, March 21, 1879.

## For Sale.

WASHING BOOKS.  
(In English and Chinese.)

WASHERMAN'S BOOKS, for the use of Ladies and Gentlemen, are now ready at this Office.—Price, \$1 each.

CHINA MAIL Office.

my31

## Mails.



## STEAM FOR

SINGAPORE, PENANG, POINT DE  
GALLE, ADEN, SUZU, MALTA,  
BRINDISI, ANCONA, VENICE, MEDI-  
TERRANEAN PORTS, SOUTH-  
AMPTON, AND LONDON;  
VIA BOMBAY.

ALSO—  
BOMBAY, MADRAS, AND CALCUTTA.

THE PENINSULAR AND ORIENTAL STEAM  
NAVIGATION COMPANY'S Steamship  
*GWALIOR*, Captain J. C. BABOT, will  
leave this on TUESDAY, the 20th May, at  
Noon.

Tea and General Cargo for London will be  
conveyed via Bombay without tranship-  
ment, arriving one week later than by the  
direct route. Silk and Valuables will be  
transferred to the Calcutta steamer at  
Galle.

For further Particulars, apply to  
A. MOLVER, Superintendent.

Hongkong, May 7, 1879.

my20

U. S. MAIL LINE.

PACIFIC MAIL STEAMSHIP  
COMPANY.

THROUGH TO NEW YORK, VIA  
OVERLAND RAILWAYS, AND TOUCHING  
AT YOKOHAMA, AND SAN FRANCISCO.

THE U. S. MAIL Steamships *CITY OF  
TOKIO* and *ALASKA*, will be despatched  
for San Francisco, via Yokohama, on  
TUESDAY, the 20th, and on MON-  
DAY, the 26th Instant, at 3 p.m. respec-  
tively, taking Passengers, and Freight, for  
Japan, the United States, and Europe.

Through Bills of Lading issued for trans-  
portation to Yokohama and other Japan  
Ports, to San Francisco, to Atlantic and  
Inland Cities of the United States via Over-  
land Railways, to Havana, Trinidad, and  
Demerara, and to ports in Mexico, Central  
and South America by the Company's and  
connecting Steamers.

Through Passage Tickets granted to  
England, France, and Germany by all  
trans-Atlantic lines of Steamers.

On Through PASSAGES TO EUROPE,  
REDUCTION OF TWENTY PER  
CENT from Regular Rates is granted to  
OFFICERS of THE ARMY AND NAVY,  
AND MEMBERS OF THE CIVIL AND  
CONSULAR SERVICES IN COMMISSION.

Freight will be received on board until  
2 p.m. of 18th May, and 26th respectively.  
Parcel Packages will be received at the Office  
until 5 p.m. same day; all Parcel Packages  
should be marked to address in full; value  
of same is required.

Consular Invoices to accompany Overland  
Cargo should be sent to the Company's  
Offices in Sealed Envelopes, addressed to the  
Collector of Customs at San Francisco.

For further information as to Passage  
and Freight, apply to the Agency of the  
Company, No. 9, Praya Central.

RUSSELL & CO., Agents.

Hongkong, May 8, 1879.

my26

Occidental & Oriental Steam-  
Ship Company.

TAKING THROUGH CARGO AND  
PASSENGERS FOR THE UNITED  
STATES AND EUROPE,  
IN CONNECTION WITH THE  
CENTRAL  
and  
UNION PACIFIC AND CONNECTING  
RAILROAD COMPANIES

AND  
ATLANTIC STEAMERS.

THE S. S. *BELGIO* will be despatched  
from San Francisco via Yokohama,  
on or about May 31st, 1879, at 3  
p.m., taking Cargo and Passengers for  
Japan, the United States, Mexico, Central  
and South America, and Europe.

Connection is made at Yokohama, with  
Steamers from Shanghai.

Freight will be received on Board until  
4 p.m. of the 30th May. PARCEL  
PACKAGES will be received at the Office  
until 5 p.m. same day; all Parcel Packages  
should be marked to address in full; value  
of same is required.

A REDUCTION is made on RETURN PAS-  
SAGE TICKETS.

Consular Invoices to accompany Overland,  
Mexican, Central and South American  
Cargo, should be sent to the Company's  
Offices to the Collector of Customs,  
San Francisco.

For further information as to Freight  
or Passage, apply to the Agency of the  
Company, No. 9, Queen's Road Central.

H. M. BLANCHARD,  
Acting Agent.

Hongkong, May 8, 1879.

my31

LANCASHIRE INSURANCE  
COMPANY.

(FIRE AND LIFE.)

CAPITAL, TWO MILLIONS STERLING.

THE Undersigned are prepared to grant  
POLICIES against the Risk of FIRE on  
Buildings or on Goods stored therein, or  
Goods on board Vessels and on Hulls of  
Vessels in Harbour, at the usual Terms  
and Conditions.

Proposals for Life Assurances will be re-  
ceived, and transmitted to the Directors  
for their decision.

If required, protection will be granted on  
first class Lives up to £1000 on a Single  
Life.

For Rates of Premiums, forms of pro-  
posals or any other information, apply to

ARNHOLD, KARBERG & CO.,  
Agents, Hongkong & Canton.

Hongkong, January 4, 1879.

MELCHERS & CO.,  
Agents, Royal Insurance Company,  
Hongkong, October 27, 1874.

ESTABLISHED 1824.

Capital of the Company £1,000,000 Sterling  
of which is paid up £100,000

Reserve Fund upwards of £120,000

Annual Income £250,000

THE Undersigned having been appointed  
Agents for the above Company, have  
this Day taken over charge of the Hong-  
kong Agency, and are prepared to grant  
Insurance on MARINE RISKS at Current  
Rates to all parts of the World.

MEYER & CO.

Hongkong, February 10, 1879.

my21

HONG LISTS.

Circular, large sheet.

THE AMENDED HONG LIST,

in English and Chinese, con-  
taining the Names of all the most  
important Companies, Institutions  
and Mercantile Houses in the  
Dolony.

Price, 20 cents each; or \$2.00  
per dozen.

MEYER & CO.

Hongkong, October 15, 1879.

my21

## INSURANCES.

QUEEN FIRE INSURANCE  
COMPANY.

THE Undersigned are prepared to grant  
Policies against FIRE to the extent of  
\$45,000 on Buildings, or on Goods stored  
therein, at current local rates, subject to a  
Discount of 20% on the Premium.

NORTON & CO.,  
Agents.

Hongkong, January 1, 1874.

THE CHINA FIRE INSURANCE  
COMPANY, LIMITED.

HEAD OFFICE—HONGKONG.

BOMBAY, MADRAS, AND CALCUTTA.

AGENCIES at all the Treaty Ports of  
China and Japan, and at Singapore,  
Salon and Penang.

Risks accepted, and Policies of Insurance  
granted at the rates of Premium current at  
the above mentioned Ports.

NO CHARGE FOR POLICY FEES.

JAS. B. COUGHTRIE,  
Secretary.

Hongkong, November 1, 1874.

THE LONDON ASSURANCE.

INCORPORATED BY ROYAL CHARTER

of

His Majesty King George The First,

A. D. 1720.

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